

**CONSULTING ENGINEERING AGREEMENT FOR:  
*C466 Design and Permitting from US 301 to CR 209***

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Kimley-Horn and Associates, Inc. (the "ENGINEER" or "KHA"), and the Board of County Commissioners (BOCC) of Sumter County, Florida (the "COUNTY") for RFQ 002-0-2012/AT in accordance with the terms of the Professional Services Agreement dated \_\_\_\_\_, which is incorporated herein by reference.

**PURPOSE**

The purpose of this AGREEMENT is to describe the scope of work and the responsibilities of the ENGINEER and the COUNTY for the completion of necessary public involvement activities, engineering design, permitting, a complete set of roadway construction plans, right-of-way acquisition support, and bid documents/bidding assistance for the proposed improvements to C466. The project limits generally consist of all improvements needed for widening to a three-lane section from US 301 to CR 209 for a total distance of approximately 1.0 mile. The Florida Department of Transportation (FDOT) is currently undertaking modifications to the US 301 intersection. The eastern limits of this project will connect to the FDOT's project, and are not anticipated to include any improvements within the FDOT right-of-way.

The ENGINEER shall perform the services required to prepare sets of contract plans and documents for bidding to include roadway, drainage, signing and pavement markings, utility adjustments, and traffic signalization. The ENGINEER will also work with the (FDOT), the City of Wildwood, and the Southwest Florida Water Management District (SWFWMD) to provide coordination, obtain permits or coordinate agreements allowing the proposed improvements.

The ENGINEER completed a Preliminary Engineering Study (PES) in May 2011. The PES documented the need for the project, anticipated traffic, drainage, and environmental impacts of the preferred alternative (typical roadway sections and conceptual plans), community input, and BOCC decisions to select the preferred alternative. The preferred alternative generally consists of widening the existing two-lane rural C466 to a three-lane urban section with sidewalks and bicycle lanes within the project limits.

**SCOPE OF SERVICES**

***Task 1 –Public Involvement***

**A. Scheduled Public Meetings**

The ENGINEER will prepare for and attend up to two (2) scheduled public meetings as described below.

Meeting #1: Community Meeting: The purpose of this meeting is to update citizens of the design alternative and ENGINEER's recommendations. The ENGINEER will prepare and mail an invitation to the public meeting by using Sumter County Property Appraiser data to identify property owners and residents within 300 feet of the project corridor. The ENGINEER will invite other stakeholders including representatives from Sumter County Government, the City of Wildwood, the Florida Department of Transportation District 5, the members of the Lake-Sumter MPO and any stakeholders directed by the COUNTY. The ENGINEER will prepare and submit a newspaper display legal advertisement in *The Villages Daily Sun* announcing the date, time, location, and purpose of the public meeting, and identifying the location of the project. The ENGINEER will prepare project display boards to illustrate the design alternative. The ENGINEER will prepare and present a power point presentation that explains the project and upcoming changes to the roadway corridor. The ENGINEER will participate in open dialogue with members of the public in attendance at the meeting. The ENGINEER will prepare a summary of the public meeting, and will coordinate with the COUNTY to prepare written responses to all

written public inquiries.

Meeting #2: Board of County Commissioners: The ENGINEER will prepare and give a presentation to the Board of County Commissioners at a regularly scheduled workshop. This presentation will provide an update on the project design phase. The purpose of the meeting will be to obtain the consent of the Commission for proposed roadway improvements.

#### **B. Unscheduled Meetings**

In addition to scheduled public meetings, the ENGINEER will prepare for and attend up to three (3) meetings with public citizens, agencies, or stakeholders as directed by the COUNTY.

#### **Task 2 – Surveying and Mapping**

The ENGINEER will subconsult with a registered professional land surveyor (“LAND SURVEYOR”) to provide surveying services as described below:

1. *Survey Control Horizontal/Vertical:* The LAND SURVEYOR will establish horizontal and vertical control on the proposed route every 1,000 feet +/-, and establish benchmarks and control points along said route using the datum as specified by the design. A signed and sealed survey control sheet will be prepared to accompany the construction plans.
2. *Records Research:* The LAND SURVEYOR will obtain information from the Sumter County Property Appraiser’s Office, Sumter County Clerk of Courts, FDOT, and Bureau of Land Management to acquire record evidence of parcel ownership, existing right-of-way limits for C466, US 301, and all intersecting roadways, certified corner records, and horizontal and vertical control.
3. *Base Map Digital Control File:* The LAND SURVEYOR will create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. These right-of-way lines, together with the boundary lines and controlling monuments for the ownership entities, will serve as the base geometry for the project.
4. *Route Survey and Topography:* The LAND SURVEYOR will obtain cross-section elevations at 100-foot intervals along the route and at all cross drain locations and will extend a distance of 75 feet right and 75 feet left of the centerline alignment. Above ground improvements, including trees laying within 25 feet either side of the existing right-of-way line (or within proposed drainage retention areas) will be located. If no right-of-way taking is anticipated for those parcels containing privacy walls, the topographic survey will stop at the privacy wall. Surface evidence of underground utilities, including wells and septic tanks, will be located. All residential or commercial buildings will be located along the proposed route. Invert elevations and pipe sizes will be obtained on all structures along the proposed route.

The following intersections will be surveyed to obtain existing conditions information within the existing right-of-way:

- a) CR 209 north, south, and west +/- 500 feet and surrounding areas.

The LAND SURVEYOR will also obtain topographic data in up to three (3) drainage retention areas, adjacent to and near C466.

The LAND SURVEYOR will provide up to 40 hours of field time and 15 hours of office time for miscellaneous data that needs to be located and added to the route survey during the design process.

5. *Underground Utility Locations:* The LAND SURVEYOR will coordinate with an underground location company to provide utility locations along the proposed route, intersecting roads and proposed drainage retention areas. The locating company will flag all existing underground utilities and the LAND SURVEYOR will locate the flags and depict the location and type of utility on the Route Survey Map. It is understood by the COUNTY that all underground utilities present may not be located under this effort and that existing utilities are routinely discovered during construction of this type of project.
6. *Right-of-Way Maintenance Map:* It is our understanding that a recorded right of way map for this segment of C466 does not exist in the State or County records. Under this task the LAND SURVEYOR will prepare a Right-of-Way Maintenance Map of the project corridor to be recorded in the Public Records of Sumter County, Florida. The Maintenance Map will be prepared in accordance with Chapter 95.361 Florida Statutes for those portions of corridor not established by map or deed.

### ***Task 3 – Geotechnical Explorations***

The ENGINEER will subcontract with Central Testing Laboratory (CTL) to provide geotechnical investigations for the project. Included in this project is the construction of up to three (3) new drainage retention areas.

CTL's scope of services for this project will consist of the following:

1. Perform up to six (6) asphalt roadway cores to determine the condition and thickness of the existing asphalt pavement. This quantity is based on three (3) cores per lane mile of roadway. At each core location, measurements will be made for lane width, cross slope, and rut depth. Observations will be made of cracking in the pavement surface to identify crack type, crack depth and severity of cracking. All data collected will be recorded on a Pavement Evaluation Coring and Condition Data Sheet to be included in a final report.
2. Auger borings will be performed through the core holes to document base and subgrade type and thickness. The auger boring will extend to a depth of five (5) feet below the pavement surface and will identify each soil type encountered. Boring logs will be prepared showing the pavement section materials and soil profile below the pavement section.
3. Up to eighteen (18) deeper auger borings will be performed to a depth of ten (10) feet in areas outside of the existing pavement. Soil materials retrieved will be returned to the laboratory and visually classified by one of our engineers to the AASHTO Classification System. If deemed necessary, laboratory analysis of the recovered samples will be performed to assist in the classification process.
4. Four (4) composite samples, two (2) of base material and two (2) of subgrade materials encountered will be subjected to a Limerock Bearing Ratio (LBR) test.
5. A total of six (6) field horizontal and field vertical permeability tests in the three (3) proposed drainage retention areas.
6. A total of six (6) fillable porosity tests performed on samples recovered from the proposed drainage retention areas.

Samples will be recovered from the roadway soil borings per ASTM standards and returned to the laboratory for visual classification per the AASHTO Classification Group System. A report will be issued presenting the findings, evaluations, and recommendations to aid in the design of the proposed roadway expansion.

Samples will be recovered from the existing and proposed drainage retention area borings per ASTM standards and returned to the laboratory for visual classification per the Unified Soil Classification Group System. A report will be prepared which will present the findings including estimated seasonal high water table levels, depths to confining layers, and permeability rates to guide design of the proposed drainage retention areas.

#### ***Task 4 –Roadway Design and Construction Plans***

The ENGINEER will prepare a complete Roadway Plans Package as described below. This work effort includes the roadway design and drainage analysis needed to prepare a set of Roadway Plans, Right-of-Way Maps, Drainage Plans, Traffic Control Plans, Signing and Pavement Markings, Environmental Permits, and other necessary documents.

##### **A. General/Project Administration**

Project administration activities will be undertaken throughout the project that will include the following:

1. *Project Setup:* The ENGINEER will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting:* The ENGINEER will participate in a kick-off meeting with the COUNTY and the project team.
3. *Bi-Monthly Progress Meetings:* On a bi-monthly basis, The ENGINEER will meet with the COUNTY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The ENGINEER will maintain the project schedule and review/update the schedule at each progress meeting. For each progress meeting, the ENGINEER will prepare an agenda and meeting minutes. Six (6) monthly meetings are budgeted for this project.
4. *Progress Reports and Invoices:* The ENGINEER will prepare a monthly progress report to be included with the monthly invoice.
5. *Quality Control Plan:* The ENGINEER will prepare and submit a Quality Control Plan within ten (10) days of receiving a Notice to Proceed.

##### **B. Drainage Design Analysis**

1. *Drainage Design Analysis:* The ENGINEER will review the existing drainage systems present in the C466 corridor and determine the modifications that will be necessary to accommodate the proposed roadway widening improvements. This analysis will include information on the needed modifications to existing retention facilities and outfall conveyance systems, as well as identify locations where new retention facilities will be needed.
2. *SWFWMD Coordination:* The ENGINEER will schedule and attend a pre-application meeting with SWFWMD to discuss the findings of the Drainage Design Report and establish the parameters that will be required for permitting. The ENGINEER will meet and coordinate with SWFWMD during review of the permit application to aid the review process.
3. *FDOT Coordination:* The ENGINEER will meet with FDOT Drainage Staff to review the existing and proposed drainage conditions and establish the parameters that FDOT will require to document that this project will not require an FDOT Drainage Connection Permit.
4. *Drainage Design Report:* The ENGINEER will prepare a Drainage Design Report and submit it to the COUNTY with up to three (3) signed and sealed copies of the Drainage Design Analysis, in addition to those required for permitting. This will incorporate the work undertaken in the

preliminary phase of the project and will include final calculations for the proposed storm drainage system, final pond calculations, and information required for permit review and approval.

### C. Roadway Design Plans

The ENGINEER will prepare roadway design plans on 24"x36" or 11"x17" sheets depicting the needed roadway improvements. The roadway design plans will consist of the following sheets:

1. **Cover Sheet.**
2. **General Notes.**
3. **Typical Sections** – Typical sections will be developed to illustrate the recommended roadway improvements from the corridor study.
4. **Pavement Design** – A pavement design for accommodating the existing pavement structure (if feasible) will be developed, as well as the pavement design for the new pavement areas and shoulders.
5. **Drainage Map** – An overall drainage map depicting pond locations and contributing basin areas will be presented.
6. **Roadway Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, roadside ditch grading and re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures.
7. **City of Wildwood Utility Modification Plans** – This contract assumes that any work on City of Wildwood utilities (potable water, sanitary sewer, and reclaimed water facilities) will be accomplished under separate agreement between the ENGINEER and the City of Wildwood.
8. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
9. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information, and cross drain information for accommodation of existing residential and commercial driveway connections.
10. **Drainage Structures** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts, and pavement elevations.
11. **Pond Detail Sheets** – Pond detail sheets will be prepared depicting modifications to any existing retention facilities and construction of new retention facilities for up to three (3) pond sites. The Pond Detail Sheets will include detailed grading information, geometric dimensions, undercut and backfill details, earthwork volume calculations, and design hydrologic data.
12. **Cross Sections (Up to 60 cross sections)** – Roadway cross sections will be developed at 100-foot intervals. If grading requirements impact existing wetlands, trees, or requires construction to extend outside the limits of the existing right-of-way, the ENGINEER will evaluate the use of guardrail or other systems.
13. **Miscellaneous Detail sheets.**
14. **Traffic Control Plan** – Maintenance of Traffic (MOT) requirements for the construction of this project will be provided through the use of typical sections, general notes, and reference to the

appropriate FDOT Design Standards (600 Series). In addition, a conceptual MOT phasing plan depicting detour routes and phase segments of pavement lane closures and traffic shifts will be prepared.

15. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details, and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
16. **Signing and Pavement Marking Plan Sheets** – Signing and pavement marking plan sheets and one (1) General Notes sheet will be provided in accordance with Sumter County standards.
17. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.
18. **Landscape and Irrigation Plans** – None included or anticipated.
19. **Lighting Plans** – None included or anticipated.
20. **Submittals** – The ENGINEER will submit up to five (5) copies of the roadway plans at 30%, 60%, 90%, and 100% (Final) completion stage to the COUNTY. In addition, the ENGINEER will submit two (2) copies of the roadway plans at 60% and 100% to affected utility companies. Interim plan submittals will provide information generally consistent with the FDOT Plans Preparation Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.
21. **Design Exceptions** – The ENGINEER will review survey data and identify any areas in which minimum shoulder width or maximum front slope criteria cannot be met due to existing right-of-way or wetland conditions. The ENGINEER will also review existing above ground hazards (trees, power poles, walls, etc.) within the roadway clear zone and identify those existing features which must be removed or shielded with guardrail. In areas where the removal of the hazard is not practical and the use of guardrail is inappropriate, the ENGINEER will prepare documentation for one (1) design exception which could support leaving the hazard in place if operational and safety characteristics are acceptable and the benefit/cost ratio is greater than one (1).
22. **Quantities** – Develop quantities consistent with COUNTY preferences and prepare an Opinion of Probable Costs (OPC). A list of pay items without quantities will accompany the 60% submittal. An OPC with quantities will be submitted with the 90% and 100% plans.

*Note: The ENGINEER has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, over competitive bidding, or market conditions. Opinions of probable costs provided in accordance with this AGREEMENT are based on the information known at the time the opinions of cost are developed and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. Actual costs for proposals, bids, or actual construction costs will be different.*

#### **D. Utility Coordination**

The ENGINEER will be responsible for coordinating the proposed design with the affected utility companies in order to minimize utility conflicts. The individual utility owners will designate the existing utilities within the project limits.

Each utility provider will be responsible for the design of their respective utilities for this project. These designs will be provided to the ENGINEER by the utility provider in CADD format for inclusion into the Roadway Plans for this project. The ENGINEER will be responsible for coordinating with the utility providers for the proposed construction elements.

The ENGINEER will, prior to and during design, obtain available data from the utility owners that may be needed to determine the actual location and depth of the underground utilities. No subsurface utility exploration is included. Utility owners are expected to provide schedules for any relocation to the ENGINEER to include in the final construction documents. The ENGINEER will prepare for and attend up to three (3) utility coordination meetings.

**E. Signalization Plans** – None anticipated or included.

#### ***Task 5 – Permitting***

The ENGINEER will prepare and submit the following permit applications:

1. Southwest Florida Water Management District Environmental Resource Permit (ERP) – One (1) permit application including all pond modifications and/or new construction will be prepared and submitted for processing.
2. FDOT Connection Permit – This AGREEMENT assumes that an FDOT Connection Permit will not be required since the FDOT is currently working on intersection improvement plans at US301 under a separate contract. The ENGINEER will coordinate with FDOT's design consultant to match tie-in locations, grades, and other design details.

The ENGINEER will submit the required amount of plans and supporting documentation to provide a complete permit application. The ENGINEER will respond to Requests for Additional Information (RAI), and meet with permit reviewers as appropriate. For all permits, the COUNTY will be the applicant and provide signatures and any permitting fees if required.

#### ***Task 6 – Right-of-Way Acquisition Coordination***

##### **A. Surveying and Mapping Services**

1. *Sketch and Legal Descriptions of Right-of-Way Acquisition Parcels and Drainage Retention Areas:* Upon determination and acceptance of the final roadway right-of-way limits, the LAND SURVEYOR will prepare legal descriptions and sketches for the acquisition of the required right-of-way and drainage retention areas. Up to twelve (12) partial acquisitions for right-of-way and up to three (3) acquisitions for drainage retention areas are anticipated. The legal descriptions and sketches will be prepared in accordance with the intent of the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Deliverables to the COUNTY will consist of five (5) signed and sealed copies of the legal description and sketch on 11"x17" or 8.5"x14" sheets. The COUNTY will provide the necessary Ownership and Encumbrance Reports for each parcel along the proposed alignment. These reports will be relied upon for any individual easements or right-of-way takings.
2. *Right of Way Map:* The LAND SURVEYOR will prepare a right-of-way map for the final roadway corridor. Prior to final recording in the public record, the Surveyor of Record will update the map to depict the boundaries of the acquired parcels based upon the recorded information provided by the COUNTY. The Right-of-Way Map will be prepared in accordance with the intent of the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida



Statutes.

## **B. Right-of-Way Acquisition Support Services**

The ENGINEER will enter into a subconsultant agreement with Edwin R. Barfield, LLC to provide right-of-way acquisition support services. Up to twelve (12) partial acquisitions for right-of-way and up to three (3) acquisitions for drainage retention areas are anticipated. The scope for right-of-way support services includes the following tasks:

1. Attendance and participation in:
  - Kick off meeting
  - Right-of-way presentation meeting to the Sumter County Board
  - Design team meetings
  - Team field reviews
  - Team telephone conferences
  - Project manager telephone conferences
  - Public Involvement Meeting
2. Identification of the potential right-of-way acquisition impacts for each of the affected parcels. Recommend design alternatives to avoid or minimize these impacts in order to reduce the number of acquisition parcels and acquisition compensation/costs due to these impacts.
3. Property/owner research and parcel file preparation for each property proposed to be affected by a right-of-way acquisition, and initial property owner contact.
4. Maintain the established relationships from the initiation of the project design with those property and/or business owners/representatives affected by the proposed right-of-way acquisitions utilizing individual property owner coordination meetings (three (3) meetings and four (4) telephone conferences per property) to establish rapport, cultivate project and design acceptance, and solicit project input for consideration/evaluation in project impact mitigation.
5. Document the property and business owners'/representatives' concerns, requests, and recommendations for consideration by the design team members and Sumter County representatives at a Team Meeting. Early identification and documentation of those property owners that will request the voluntary purchase of their entire property when only a partial acquisition is required for the project, and those property owners who indicate a desire to voluntarily donate the area of acquisition.
6. Management of the Right-of-Way process and supporting subconsultants, to include:
  - a) Coordination to assist with obtaining competitive bids from at least three (3) licensed property appraisers who are qualified to provide eminent domain valuation services for the valuation of the proposed right-of-way acquisition parcels. Coordination to assist with obtaining competitive bids from at least two (2) CPA's qualified to provide business damage valuation services for the applicable right-of-way acquisition parcels. Final approval of the appraisal firm and CPA will be at the discretion of Sumter County. On-going coordination, review, and meetings with the appraiser, CPA, and their subconsultants to ensure that the appraisal and business damage estimate to be provided to the property/business owner will address all impacts/damages, and will easily be understood by the property owner and/or

their representative.

- b) Coordination with the City of Wildwood on right-of-way impact and acquisition compensation/cost minimization, and cost-to-cure/code non-conformity determinations. Document City of Wildwood's potential for acceptance of non-conformities or requirement for compliance with code on the remainder of the affected properties.
7. Right-of-Way acquisition services to include:
- a) Compliant property owner notifications (per Section 73.015, F.S.).
  - b) Obtaining written authorization for representation of the owner by an attorney.
  - c) Providing owners with:
    - i. A copy of a Real Estate Acquisition Process Brochure (English and/or Spanish).
    - ii. A legal description of the area of acquisition.
    - iii. A copy of the Right-of-Way Map with their parcel delineated, or a copy of the Sketch of Description for the acquisition from their property.
    - iv. A Property Owner Questionnaire, with a self-addressed stamped envelope.
    - v. A copy of the appraisal report.
  - d) Comprehensive explanation of the real estate acquisition valuation process and the appraisal report to the property owner.
  - e) Personal delivery of the initial binding offer with written acknowledgement by the owner of receipt of the offer.
  - f) Acquisition negotiations.
  - g) Submittal of all conditional offers (with terms and conditions) to Sumter County for consideration/approval.
  - h) Ensure that all warrants for payments at closing have been requested from Sumter County and will be available at closing.
  - i) Closings:
    - i. Proper execution of all legal documents related to the closing.
    - ii. Clearing of subordinate interest (if necessary) and execution of all ancillary instruments (death certificates, affidavits, mortgage and lien satisfactions, etc.) related to the property, and the closing statement.
    - iii. All executed easements documents will be delivered or sent certified mail, return receipt requested, to Sumter County Public Works Department, no later than 48 hours after the closing, excluding weekends and holidays, for recording in the Sumter County Public Records.
    - iv. Delivery to the property owner at closing, or by mail after closing, of Internal Revenue Service Form 1099-S.
    - v. Preparation of documented settlement justifications (if the settlement is above the initial offer).

- vi. Suit package preparation (if necessary).
- vii. Physical inspection of the property within 24 hours prior to closing, excluding weekends and holidays, to verify that no one is in physical possession of the property other than those persons previously identified, and that all property to be acquired is present and has not been removed. The inspection outcome will be documented in the parcel file.

### **C. Phase I Environmental Site Assessment**

The ENGINEER will conduct a Phase I Environmental Assessment on the parcels for the preferred three (3) pond sites and for the parcel acquisitions along the corridor. The ENGINEER will perform the tasks set forth below. The following tasks refer to only that information that is defined as reasonably ascertainable (American Society of Testing and Materials (ASTM) E 1527-05, 6.2.1).

#### **1. Records Review**

- A. Record Search – The ENGINEER will prepare an environmental database search encompassing the minimum search distances listed in ASTM E1527-05, 8.2.1. This report will be reviewed for known and suspect contaminated sites. Where available, local environmental agency and other local governmental authority files, as defined in ASTM E 1527-05, 8.2.2, may be reviewed if the Environmental Professional (EP) determines the files to be reasonably ascertainable and relevant to the successful completion of the Phase I ESA.
- B. Institutional Controls/Engineering Controls Registries – The ENGINEER will review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
- C. Aerial Photograph Review – The ENGINEER will retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity. Aerial photographs will be researched to the earliest date that is reasonably obtainable.
- D. Review of Local City Directories and Historical Maps – The ENGINEER will obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.
- E. Other Historical Sources – Should the ENGINEER determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA, these sources will be reviewed and documented.

#### **2. Site Reconnaissance**

The ENGINEER will conduct a site reconnaissance consistent with ASTM E 1527-05, 9, which will consist of the following:

- A. Observations of exterior site conditions
- B. Observations of interior site conditions
- C. Determination of current use of the property
- D. Determination of current use of the adjoining properties
- E. Identify evidence of past use of property
- F. Identify evidence of past use of adjoining properties



G. Identification of the following visually or physically accessible items:

1. Hazardous substances and petroleum products
2. Storage tanks
3. Odors, pools of liquid, drums
4. Heating, Ventilation, and Air Conditioning (HVAC) system power/fuel source
5. Containers of known and unknown substances
6. Possible Polychlorinated Biphenyls (PCBs)
7. Stains and corrosion on floors, walls, and ceilings
8. Drains and sumps
9. Pits, ponds, or lagoons
10. Distressed vegetation
11. Stained soil or pavement
12. Solid waste
13. Waste water
14. Wells
15. Septic systems

The Site Reconnaissance will be non-invasive. The ENGINEER will not collect or analyze any samples.

**3. Interviews**

Consistent with ASTM E 1527-05, 10.5.2.3 and 10.5.4, The ENGINEER will make a reasonable attempt to conduct the following interviews:

- A. The ENGINEER will interview current and past owners, operators, and occupants of the property that have or are likely to have material information regarding uses, physical characteristics, and the potential for Recognized Environmental Conditions (RECs) at the subject property consistent with ASTM E 1527-05 sections 10.5.1, 10.5.2, 10.5.2.1, 10.5.2.2, and 10.5.4.
- B. In the case of abandoned properties, as defined in ASTM E 1527-05, 3.2.1, where there is evidence of uncontrolled access or unauthorized uses, the ENGINEER will attempt to interview current neighboring or nearby property owners (ASTM E 1527-05, 10.5.5).
- C. The ENGINEER will interview one (1) or more of the following state or local agencies:
  - a. Local fire department
  - b. Local health agency
  - c. Local environmental regulatory agency

**4. Report Preparation**

Upon completion of Tasks 1, 2, and 3, the ENGINEER will prepare a summary report of the results of the Phase I ESA. The report will be formatted consistent with Appendix X4 of ASTM E 1527-05 and will contain the following:

- A. Phase I documentation
- B. USGS Quad map(s)
- C. Aerial photograph(s) of the site
- D. Database search records
- E. Site photographs
- F. Description of field activities and site reconnaissance documentation
- G. Interview documentation
- H. Findings and identified RECs
- I. EP opinion on need for additional investigation
- J. Identification of and opinion on significant data gaps
- K. Conclusions
- L. EP statement consistent with ASTM E 1527-05, 12.13
- M. Qualifications of EP and staff working on Phase I ESA

#### **5. Information Provided by COUNTY**

The following information shall be provided by the COUNTY, the accuracy of which the ENGINEER will be entitled to rely upon. This information is required for the COUNTY to meet the requirements of the Landowner Liability Protections (LLPs) (ASTM E 1527-05, 1.1 and 3.2.46) and for the ENGINEER to conduct the Phase I ESA consistent with ASTM E 1527-05. This information is required prior to the site reconnaissance.

- A. A completed ASTM User Questionnaire
- B. Copy of the title or documentation pertaining to environmental liens and Activity and Use Limitations (AULs), and summary of actual knowledge of the COUNTY pertaining to AULs or environmental liens
- C. If applicable, reason for significant reduction in purchase price of the subject property
- D. Any specialized knowledge or experience relating to RECs in connection with the subject and adjacent properties
- E. All environmental reports available for the property
- F. Commonly known or reasonably ascertainable information that the COUNTY is aware of relevant to RECs associated with the property

#### ***Task 7 – Bid Documents and Assistance***

This AGREEMENT includes the scope of services necessary to prepare the Project for competitive bidding by construction contractors. It specifically does not include Construction Engineering Inspection (CEI) services or geotechnical materials testing during construction of the project. It is anticipated that a separate AGREEMENT for those services will be prepared at a future date.

The ENGINEER will prepare and assemble construction bidding documents, including specifications for the subject work and the construction contract, based on "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2002 edition) prepared by the Joint Contract Documents



Committee. The ENGINEER will coordinate with the Sumter County Purchasing staff to issue bid packages for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. The ENGINEER will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. The ENGINEER will prepare a written summary of this tabulation and evaluation and attend one (1) Selection Committee meeting with representatives from Sumter County to discuss selection of the successful contractor.

***Task 8 – Right-of-Way Appraisal Support Services***

- A. Under this task the ENGINEER will provide the coordination necessary to assist the COUNTY in obtaining certified property appraisals for the full and partial acquisitions that will be needed for this project under the eminent domain procedures. The purpose of this task is to establish an estimated budget for these services, with the understanding that a detailed scope will need to be agreed to by the ENGINEER and the COUNTY following the design of the project, which will identify the limits of the needed acquisitions. It is expressly agreed to by the ENGINEER and the COUNTY that this task does not constitute an AGREEMENT for performance of services on this project. Such an obligation will not exist until an amendment to this AGREEMENT, which details the scope of services to be performed, is executed by both parties.
- B. Under this task the following services will generally be provided:
  - 1) Under a subconsultant agreement, provide complete lot surveys of the properties where an acquisition is needed.
  - 2) Under a subconsultant agreement, provide certified appraisals of the properties where an acquisition is needed.
  - 3) Provide a detailed “Before and After” development report, which will document the existing and future uses, impacts to the future use of the properties, and engineering drawings depicting any needed improvements on the properties to restore their existing use of the property, to the most reasonable degree possible.
  - 4) Provide a certified estimate of the cost of the needed improvements, i.e. the “Cost to Cure” estimate.
- C. Under this task the COUNTY will provide the following services and information:
  - 1) All legal documents, assistance, etc. needed for the acquisitions. These services will be provided by the COUNTY’s legal counsel under a separate AGREEMENT.
  - 2) Full and complete title work for any parcel deemed necessary by the COUNTY’s legal counsel.
- D. The following services will not be included in this task:
  - 1) Any right of way coordination services not specifically stated in the Scope of Services.
  - 2) Any services pertaining to depositions, litigations, court proceedings, expert witness services, etc.

**PROVISIONS FOR WORK**

**A. Governing Regulations**

The services performed by The ENGINEER will be in compliance with all applicable COUNTY and FDOT Standards Guidelines. The current edition, including updates, of the following References and

Guidelines will be used in the performance of this work.

1. Sumter County Land Development Code
2. FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
3. AASHTO's "A Policy on Geometric Design of Highways and Streets"
4. FDOT Design Standards
5. FDOT Standard Specifications for Road and Bridge Construction
6. Florida Manual on Uniform Traffic Studies (MUTS)
7. Manual on Uniform Traffic Control Devices (MUTCD)
8. AASHTO Guide for Bicycle Facilities Design

#### **B. Quality Control**

The ENGINEER will be responsible for the professional quality, technical accuracy, and coordination of all surveys, designs, drawings, specifications, and other services furnished under this contract.

The ENGINEER will provide a Quality Control Plan ten (10) days after the official Notice to Proceed that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The ENGINEER will describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized as part of the ENGINEER's normal operation, or it may be one specifically designed for this project.

#### **C. Optional Services**

As an amendment to this agreement, the COUNTY intends to engage the ENGINEER to provide miscellaneous design services which may include expert witness testimony (if required), eminent domain litigation support (if required), environmental assessments or permitting (if required), and post design construction administration and/or Construction Engineering Inspection (CEI) services.

The COUNTY also has the option to engage the ENGINEER in providing support services for eminent domain such as real estate appraisals, construction estimates for cures, and required supporting reports for property acquisition.

The fee for these services will be negotiated for a fair, competitive, and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services will be executed at the appropriate time.

#### **D. Submittals**

The ENGINEER will provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Five (5) copies will be submitted to the COUNTY and additional copies will be submitted to the regulating agencies as required for review and approval.

1. Drainage Design Report
2. 30% roadway plans and calculations

3. 60% roadway plans and calculations
4. 90% roadway plans and calculations
5. Opinion of Probable Cost (OPC) at 90% and 100% plan stages
6. Parcel sketches with legal descriptions for right-of-way acquisition
7. Right-of-Way map
8. 100% roadway plans and calculations
9. Presentation Graphics for public meetings with the community or BOCC

#### **ADDITIONAL SERVICES**

Any professional services not specifically listed in the above Scope of Services are not included in the contracted fees. Should the COUNTY desire any of these services, the ENGINEER will prepare a fee, scope and schedule for the work at the time the services are requested.

#### **SERVICES NOT PROVIDED IN THIS SCOPE**

1. Typical section or concept revisions requested by the COUNTY following completion of the 30% plans
2. Title binder, title search report, and title insurance policy (to be provided by Sumter County)
3. Legal instruments and documents (to be prepared and provided by Sumter County)

#### **SCHEDULE**

The ENGINEER will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services will be completed in twelve (12) months after Notice to Proceed is received unless there are delays outside of the ENGINEER's control, such as delays associated with right-of-way issues and negotiations, unanticipated design or permitting issues, or COUNTY requested design changes.

### FEE

The ENGINEER will perform the services described in Tasks 2, 3, 4, and 7 of the Scope of Services for a lump sum fee of \$283,500.00. Tasks 1, 5, and 6 will be performed on a labor fee plus expense basis, not to exceed \$166,500.00. An estimated budget for Task 8 has been provided, subject to a future amendment to this AGREEMENT. A breakdown by Task is provided below:

| Task | Description                             | Fee                                 |
|------|---|-------------------------------------|
| 1    | Scheduled Public Meetings               | Hourly, Not to Exceed: \$11,000.00  |
| 2    | Surveying and Mapping                   | Lump Sum: \$59,000.00               |
| 3    | Geotechnical Explorations               | Lump Sum: \$14,500.00               |
| 4    | Roadway Design and Construction Plans   | Lump Sum: \$197,000.00              |
| 5    | Permitting                              | Hourly, Not to Exceed: \$21,500.00  |
| 6    | Right-of-Way Acquisition Coordination   | Hourly, Not to Exceed: \$134,000.00 |
| 7    | Bid Documents and Assistance            | Lump Sum: \$13,000.00               |
| 8    | Right-of-Way Appraisal Support Services | Estimated Budget: \$120,000.00      |

All permitting, application, and similar project fees will be paid directly by the Board. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice, as per Item 6 in the Consulting Engineering Agreement. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the Board of any budget revisions.

ACCEPTED:

BOARD OF COUNTY COMMISSIONERS  
OF SUMTER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: 

Richard V. Busche, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: May 10, 2012

## CONTRACT PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Kimley-Horn and Associates, Inc., whose address is 1823 E. Ft. King Street, Suite 200, Ocala, Florida 34471 (hereafter referred to as "Engineer" or "Consultant").

### RECITALS

WHEREAS, the Board has need of professional services for SUMTER COUNTY C466W DESIGN AND PERMITTING FROM US 301 TO CR 209; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ #002-0-2012/AT- Request for Qualifications for SUMTER COUNTY C466W DESIGN AND PERMITTING FROM US 301 TO CR 209;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the SUMTER COUNTY C466W DESIGN AND PERMITTING FROM US 301 TO CR 209 Consultant, and will work with the Board to provide said services in accordance with the scope of work outlined in "Scope of Services".
3. Consultant agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through project completion as described in the Scope of Services, unless otherwise terminated as provided in paragraph five (5) of this Agreement. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses for hourly services and percentage of task completion for lump sum services during the preceding month.

Invoice shall be itemized pursuant to and in accordance with the attached Billing Rate Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due to Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Consultant shall be made available to the Board upon the Board's request and shall then be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans, and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all such Records as often as it deems necessary during any such period of time. The rights to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile, and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ #002-0-2012/AT, naming Board as an additional insured in each such policy.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant each binds itself and its successors, legal representatives and assigns to the other party, to this agreement, and to the partners, successors, legal representatives, and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings, or similar matters. The consultant shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Consultant's Proposal Documents
- c. Scope of Services

- d. Billing Rate Schedule
- e. All Modifications and Change Orders Issued

10. Consultant does hereby specifically promise and agree to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

11. Consultant, its agents, servants, or employees shall, in no manner; whatsoever be construed as the employees, agents, servants, or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorneys' fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and/or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction, or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right, or privilege, to institute any action of any kind or nature whatsoever against the Board in any other State Court, Federal Court, or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state, and local laws and regulations. Consultant shall be responsible for pursuing with due diligence all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

Name: Bradley S. Arnold

Address: 7375 Powell Road  
Wildwood, FL 34785

Title: County Administrator

Date: \_\_\_\_\_

FOR THE CONSULTANT

Name: Richard V. Busche, PE

Address: 1823 E. Ft. King Street, Suite 200  
Ocala, FL 34471

Title: Vice President

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_, Chairman

Date Signed: \_\_\_\_\_

ATTEST:

CONSULTANT

By: [Signature]

[Signature]

By: Richard V. Busche

Date Signed: May 10, 2012

**KIMLEY-HORN AND ASSOCIATES, INC.**

**C-466W BILLING RATE SCHEDULE**

| <u>Category</u>          | <u>Hourly Rate</u>  |
|--------------------------|---------------------|
| Principal                | \$185.00 - \$220.00 |
| Senior Professional      | \$125.00 - \$180.00 |
| Professional             | \$80.00 - \$125.00  |
| Senior Technical Support | \$80.00 - \$110.00  |
| Technical Support        | \$60.00 - \$90.00   |
| Support Staff            | \$50.00 - \$80.00   |

Direct reimbursable expenses such as express delivery services, out-of-house reproduction, fees, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the COUNTY.